

RECORDATION NO. 29336 FILED

JUL 06 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 6, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of June 30, 2010, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller/ Assignor:	General Electric Railcar Services Corporation 161 North Clark Street, 7 th Floor Chicago, IL 60601
Buyer/Assignee:	Midwest Railcar Corporation 4949 Autumn Oaks Drive Maryville, IL 62062

Section Chief
July 6, 2010
Page 2

A description of the railroad equipment covered by the enclosed document
is:

50 railcars within the series NAHX 550074 - NAHX 552016, as more
particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JUL 06 '10 -8 00 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 30, 2010 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Midwest Railcar Corporation, an Illinois corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of June 30, 2010 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Lease (including the rider referenced in the definition thereof and, solely as it pertains to the rider, the Master Lease) (collectively, the "Operative Agreements") as they relate to each unit. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and assumes all obligations of the Seller accruing on or after the Closing Date under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date (except with respect to obligations not assumed pursuant to the preceding sentence), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller is released of all obligations accruing under the Operative Agreements on or after the Closing Date.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement

(terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: the equipment described in Schedule 1 to this Agreement together with every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller on the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: Rider No. 38 dated September 14, 2007 between Lessee and the Seller, which incorporates by reference the terms of the Master Lease.

Lessee: Horsehead Corp.

Master Lease. Car Leasing Agreement No. 4039-97-00 dated and effective April 28, 2004 between the Seller and Lessee.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.6 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof

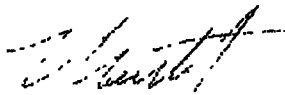
8. **Counterparts** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement

9. **Governing Law** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules

10. **Entire Agreement** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By 
Name: Mark A. Stefan
Title: Vice President

MIDWEST RAILCAR CORPORATION

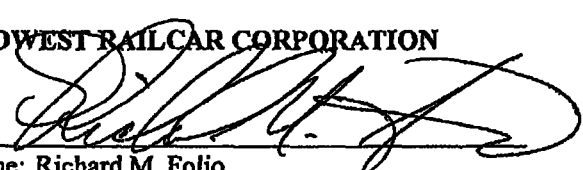
By _____
Name: Richard M. Folio
Title: Executive Vice President

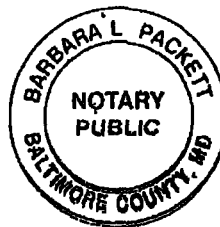
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: Mark A. Stefani
Title: Vice President

MIDWEST RAILCAR CORPORATION

By: 
Name: Richard M. Folio
Title: Executive Vice President

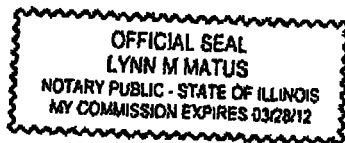


BARBARA L. PACKETT
Notary Public State of Maryland
My Commission Expires 01/06/2014

State of Illinois)
)
County of Cook)

On this, the 29th day of June, 2010, before me, a Notary Public in and for said County and State, personally appeared Mark A. Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Lynn M. Matus
Name: Lynn M. Matus
Notary Public

My Commission Expires. 3/28/12
Residing in: Cook County, Illinois

State of Maryland)

City of Baltimore)

On this, the 29th day of June, 2010 before me, a Notary Public in and for said County and State, personally appeared Richard M. Folio, an Executive Vice President of Midwest Railcar Corporation, who acknowledged himself to be a duly authorized officer of Midwest Railcar Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

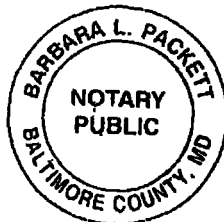
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Barbara L. Packett

Notary Public

My Commission Expires: _____

Residing in: _____



BARBARA L. PACKETT
Notary Public State of Maryland
My Commission Expires 01/06/2011

**EXHIBIT I
TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Midwest Railcar Corporation ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of June 30, 2010, between Seller and Buyer, and the Assignment and Assumption Agreement, dated June 30, 2010, between Seller and Buyer.

General Electric Railcar Services Corporation

By. _____
Name: _____
Title _____
Date: _____

Schedule 1
to Assignment and Assumption Agreement
(List of Equipment)

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Marks</u>	
1	Horsehead Corp.	NAHX	550074
2	Horsehead Corp	NAHX	550099
3	Horsehead Corp	NAHX	550185
4	Horsehead Corp.	NAHX	550196
5	Horsehead Corp.	NAHX	550214
6	Horsehead Corp	NAHX	550330
7	Horsehead Corp.	NAHX	550578
8	Horsehead Corp	NAHX	550583
9	Horsehead Corp	NAHX	550586
10	Horsehead Corp	NAHX	550587
11	Horsehead Corp	NAHX	550598
12	Horsehead Corp	NAHX	550626
13	Horsehead Corp	NAHX	550628
14	Horsehead Corp	NAHX	550630
15	Horsehead Corp	NAHX	550639
16	Horsehead Corp	NAHX	550642
17	Horsehead Corp.	NAHX	550643
18	Horsehead Corp	NAHX	550651
19	Horsehead Corp	NAHX	550656
20	Horsehead Corp	NAHX	550742
21	Horsehead Corp	NAHX	550743
22	Horsehead Corp	NAHX	550790
23	Horsehead Corp	NAHX	550794
24	Horsehead Corp.	NAHX	550796
25	Horsehead Corp	NAHX	550801
26	Horsehead Corp	NAHX	550871
27	Horsehead Corp	NAHX	550884
28	Horsehead Corp	NAHX	550890
29	Horsehead Corp.	NAHX	550979
30	Horsehead Corp	NAHX	550998
31	Horsehead Corp	NAHX	551036
32	Horsehead Corp	NAHX	551039
33	Horsehead Corp	NAHX	551042
34	Horsehead Corp	NAHX	551066
35	Horsehead Corp	NAHX	551067
36	Horsehead Corp	NAHX	551215
37	Horsehead Corp.	NAHX	551448
38	Horsehead Corp	NAHX	551449
39	Horsehead Corp	NAHX	551450
40	Horsehead Corp	NAHX	551457
41	Horsehead Corp	NAHX	551490
42	Horsehead Corp	NAHX	551550

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Marks</u>	
43	Horsehead Corp	NAHX	551551
44	Horsehead Corp	NAHX	551592
45	Horsehead Corp	NAHX	551594
46	Horsehead Corp.	NAHX	551595
47	Horsehead Corp.	NAHX	551596
48	Horsehead Corp	NAHX	551597
49	Horsehead Corp	NAHX	551994
50	Horsehead Corp	NAHX	552016

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 7/6/10



Robert W. Alvord